REMARKS

The present Amendment Response is responsive to the Office Action mailed February 15, 2007. By this Amendment, independent Claims 35, 45, 51, 56 and 66 have been amended, as well as dependent Claims 38, 47, 59 and 69. The Applicants respectfully submits that no new matter has been added by the above amendments, and reconsideration of the application, as amended, is requested.

Objections to Claims 35, 45, 51, 56 and 66

In the Office Action of February 15, 2007, Claims 35, 45, 51, 56 and 66 were objected to for the use of the term "login." The Examiner suggests changing the term to "log-on" for consistency with the specification and eliminate issues regarding the semantic interpretation of the two terms that may introduce variances in scope. (*See* Office Action, pages 2-3.) While the Applicants respectfully assert that the two terms are synonymous, the Applicants have amended Claims 35, 45, 51, 56 and 66 as suggested by the Examiner for consistency with the specification. As a result, the Applicants assert that the objections to Claims 35, 45, 51, 56 and 66 have been fully addressed.

Claim Rejections Under 35 U.S.C. § 102 and § 103 Based on the Egendorf Reference

In the Office Action of February 15, 2007, Claims 35-39, 41-50 and 56-69 were rejected under 35 U.S.C. § 102(e) as being anticipated over U.S. Pat. No. 5,794,211 to Egendorf (hereinafter referred to as *Egendorf*). Additionally, Claims 51-55 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Egendorf*. For the reasons listed below, the Applicants respectfully submit that the claims as presently amended are allowable over *Egendorf*.

Egendorf is directed to an Internet billing method in which a customer purchases products through their Internet Service Provider (ISP), and the ISP later bills the customer for the purchases. An initial agreement is made between the ISP and a customer in which billing accounts are established, wherein the customer can purchase a product from a vendor and the cost of that product will be billed to one of the billing accounts. Separate agreements are also established between the ISP and the vendors in which the ISP agrees to remit to the vendor a portion of any money billed to and collected from the customer.

The Applicants respectfully assert that *Egendorf* fails to anticipate or render obvious the pending amended claims. Specifically, *Egendorf* fails to disclose at least the limitations of "transmitting, from a financial institute or financial institute representative, a log-on request in response to a purchaser selecting a hyperlink on a website associated with a seller; [and] receiving, at the financial institute or financial institute representative, log-on information associated with the purchaser," as stated in amended independent Claim 35 and similarly stated in amended independent Claims 45, 51, 56 and 66. Support for these amendments may be found in the specification of the Applicants' pending application. The functionality described in these limitations distinguishes the process described in *Egendorf* because the log-on request transmitted and log-on information received occurs as a result of the selection by the purchaser of a hyperlink accessible through a seller's website. Hence, only after a purchaser has established connection to the Internet can this functionality occur. Therefore, the logging on to a financial institute or financial institute representative is different than simply connecting to the Internet through an ISP.

In contrast to the above-listed claims, the *Egendorf* system requires the use of the ISP as an agent for the customer to complete a transaction in each of its described embodiments. The *Egendorf* system relies on the Internet Service Provider to track and complete purchases for its users. The ISP provides this additional service for a small transactional fee paid by either the purchasers or the vendors. The *Egendorf* system describes how the ISP is in a unique position to provide such a service. (*See* Col. 1, lines 54-60 and Col. 2, lines 51-65.) Further, since the ISP is already aware of the customer's identity when providing the Internet connection to that customer, no additional log-on information is necessary to identify the customer.

However, nowhere in *Egendorf* does it disclose how the system would work should the customer's relationship with the ISP not exist. While the typical Internet user of the system described in *Egendorf* accesses the Internet via a particular ISP, many modern Internet users access the Internet through various access points and various ISPs. This, in part, is a result of (1) the reduction in cost and expense associated with high-speed Internet connections, (2) the proliferation of wireless access point technology, which provides access to the Internet to many users at the same time, and (3) the mobility of laptop computers, which allows a single user to access the Internet through a variety of access points and ISPs. Unlike the systems and methods

described by the above-listed claims, the description in *Egendorf* of an ISP providing prearranged billing solutions for an individual subscriber does not address the problems resulting from multiple users utilizing the same Internet access point (or same ISP), or a single user utilizing many different Internet access points (or different ISPs).

The system described in the above-listed claims addresses these shortcomings of *Egendorf* by allowing a purchaser to select a payment option at a seller's website and then provide authenticating information in the form of log-on information (e.g., ID and password) to a financial representative, not an ISP. Once authenticated, the financial representative may complete the transaction on behalf of the authenticated purchaser, regardless of how the purchaser has obtained access to the Internet. Thus, multiple users can utilize the same, secure payment process utilizing the same ISP connection and an individual user can utilize the same, secure payment process regardless of the ISP that individual user accesses. Such functionality is in contrast to *Egendorf's* clear teaching to the exclusive use of the ISP for completing transactions.

For at least the above-stated reasons, *Egendorf* does not teach or suggest all of the limitations of at least the above-listed independent claims. As explained, *Egendorf* does not teach or suggest at least the new limitations that have been added to the independent Claims 35, 45, 51, 56 and 66. Therefore, the Applicants respectfully submit that each of the independent claims are allowable.

Additionally, the Applicants assert that each of the dependent claims are allowable as a matter of law as being dependent on allowable base claims, notwithstanding their independent recitation of patentable features. For instance, Applicants respectfully assert that *Egendorf* does not teach or suggest transferring funds from the purchaser's account to the seller's account in response to the financial institute or financial institute representative receiving a *notice confirming delivery of goods* from the seller, as described in amended dependent Claims 38, 47, 59 and 69.

While the *Egendorf* system does describe an ISP receiving transaction information indicated the terms of agreement between the purchaser and the seller regarding a purchase (e.g., a transaction amount, manner and time delivery, etc.), the *Egendorf* system does not teach or suggest transferring funds to a seller's account only after receiving, from the seller, a notice

confirming the delivery of the goods. Support for the amendments to the dependent claims may be found in the specification of the Applicants' pending application.

CONCLUSION

The Applicants believe they have responded to each matter raised by the Examiner. Allowance of the claims is respectfully solicited. It is not believed that extensions of time or fees for addition of claims are required beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR §1.136(a), and any fees required therefore (including fees for net addition of claims) are hereby authorized to be charged to Deposit Account No. 19-5029.

Respectfully submitted,

William T. Cook
Attorney for Applicants
Registration No. 58,072

Date: May 15, 2007

SUTHERLAND ASBILL & BRENNAN, LLP
999 Peachtree Street, NE
Atlanta, GA 30309-3996
(404) 853-8253
(404) 853-8806 (fax)
SAB Docket No.: 23952-0075